





## Entertainment.

THEATRE ROYAL,  
CITY HALL.THE HONGKONG AMATEUR  
DRAMATIC CLUB.

Tom Taylor's Comedy  
**'STILL WATERS RUN DEEP.'**  
THIS EVENING,  
the 16th Instant.

Performance will commence at 8 p.m. sharp.  
Admission by Ticket only.

The Plan of the Theatre can be seen and  
Seats secured at the CITY HALL, on Satur-  
day and Monday next, from 9 to 10.30 a.m.

Those who have not seen the Lists and  
wish to subscribe for Tickets at £2 each  
will please send in their Names to the  
HONORARY SECRETARY.

H. J. H. TRIPP,  
Hon. Secretary,  
H. K. A. D. O.

Hongkong, December 16, 1884. 2062

## THE GAIETY COMPANY.

Sole Proprietor, Geo. NORVILLE.

FROM  
THE THEATRE ROYAL, Calcutta;

THE GAIETY THEATRE, Bombay.

Patrons:  
T. R. H. THE DUKE and DUCHESS  
of Cornwall.

His Excellency THE MARQUIS of Ripon,  
His Excellency Sir JAMES FERGUSON,  
&c., &c., &c.

WILL BE POSSIBLE GIVE  
TWO PERFORMANCES,  
en-route, for Shanghai.

THE FIRST PERFORMANCE,  
will be  
GILBERT'S CLASSICAL COMEDY,  
entitled

**PYGMALION & GALATEA.**

AT THE  
SECOND PERFORMANCE,  
will be presented  
A HUSBAND IN CLOVER,  
And the  
ORIENTAL BURLESQUE  
**BROWN & THE BRAHMIN.**

Full Particulars will be duly announced  
on the arrival of the Company.

The Plan of the Theatre may be seen and  
Seats secured at Messrs KELLY & WALSH'S,  
Hongkong, December 11, 1884. 2076

## Intimations.

**WILLIAM DOLAN,  
SAIL-MAKER & SHIP-CHANDLER,  
22, PRATA CENTRAL.**

**COTTON DUCKS, HEMP CANVAS,  
MANILA ROPE, AMERICAN  
OAKUM, LIFE BOOYS,  
CORK JACKETS,  
&c., &c., &c.**

Hongkong, May 1, 1882. 226

## NOTICE.

THE attention of Connoisseurs in  
SMOKE CIGARS is invited to our  
Stock of 'SPECIAL' CIGARETTES, a smoke  
made to our order from the finest Leaf  
Tobacco of the Philippines. In Boxes of  
100 price \$3.50.

A. S. WATSON & Co.  
Hongkong, November 3, 1884. 1857

## Not Responsible for Debts.

Neither the Captain, the Agents, nor  
Owners will be responsible for  
any Debt contracted by the Officers or  
Crew of the following Vessels, during  
their stay in Hongkong Harbour:

ALDEN BESSE, American barque, Capt.  
John A. O'Brien.—Melchers & Co.

COMMONWEALTH, American ship, Capt. D. W.  
Blanchard.—Order.

INO, German barque, Captain G. Höckel-  
mann.—Wielor & Co.

MADRAS, Brit. steamer, Capt. H. Plonge.  
—Simmons & Co.

MARTHA DAVIS, American barque, Capt.  
T. M. Benson.—Russell & Co.

MARY STEWART, British barque, Capt.  
G. C. Thompson.—Master.

MENNE CALMICHALL, British barque,  
Capt. T. G. Taylor.—Master.

MOUNT LEBANON, British steamer, Capt.  
D. Maxwell.—Borneo Company, Limited.

NANAIMO, British barque, Captain John  
Dodd.—Arnhold, Karberg & Co.

SARAH HIGGINS, American ship, Capt. J.  
Baas.—Arnhold, Karberg & Co.

VANCOUVER, British barque, Captain R.  
Martin.—Pustau & Co.

## To-day's Advertisements.

SEALED TENDERS will be Received  
by the Undersigned by or before  
Noon of the 16th JANUARY, 1885, for the  
SUPPLY of 1,000 TONS of TAKASIMA  
COAL, deliverable at the NAVAL COAL  
Docks, Kowloon, in accordance with the  
Conditions on the printed Tender, which  
can be obtained on application at the  
Undersigned's Office.

The right to reject the lowest or any  
Tender is reserved.

W. H. LOBB,  
Naval Storekeeper.

Hongkong Yard,  
16th December, 1884. 2128

## SHIRE LINE OF STEAMERS.

FOR LONDON AND HAMBURG, VIA  
SUZUKI CANAL.

(Taking Cargo at through rates for  
NEW YORK.)

The Steamship  
DANCASTER, Commander,  
will be despatched for  
the above Ports on or about the 1st Prox.

For Freight or Passage, apply to  
ADAMSON, BELL & Co.,  
Agents.

Hongkong, December 16, 1884. 2125

## To-day's Advertisements.

## MacEWEN, FRICKEL &amp; Co.

No. 53, Queen's Road East,  
(OPPOSITE THE COMMISSARIAT).

ARE NOW  
LANDING FROM AMERICA.

FRESH ROLL BUTTER.

TOPOCAN Do.

Eastern and Californian CHEESE.

ODDISH, Boneless.

Prime HAMS and BACON.

Eagle Brand Condensed MILK.

Family BEEF in 25 lb. cans.

Beau Ideal SALMON in 5 lb. cans.

Cutting's Dessert FRUITS in 24 lb. cans.

" Assorted Canned VEGETABLES.

" Potatoes SAUSAGE and Sausage

MEAT.

" Stuffed PEPPERS.

" Assorted SOUPS.

Richardson & Robinson's Celebrated Potted

MEATS.

Lamb's-TONGUES.

CLARK GIBSON'S.

Fresh OREGON SALMON.

Dried APPLES.

SUCCOTASH.

Maple SYRUP.

Golden SYRUP.

WHEAT.

HONEY.

QUEEN OLIVES.

FAIRBANKS' SCALES.

DEVOE'S NONPAREIL

KEROSENE OIL.

'KAISAR-I-HIND'

CIGARETTES

in crystallized Boxes of 100 at \$6.50

per mille.

SPORTING AND RIFLE GUNPOWDER

in 1-lb. Tins.

AGATE IRON WARE.

INSULATION RUBBER.

TOOK'S PATENT PACKING.

HOLMES' DISTRESS SIGNALS.

HITCHCOCK HOUSE LAMPS.

PERFECTION STUDENT LAMPS.

PAINTS and OILS.

TALLOW and TAR.

PITCH and ROSIN.

Ex late Arrivals from

ENGLAND.

A LARGE ASSORTMENT OF

STORES,

including:

CHRISTMAS CAKES.

PLUM PUDDING.

MINCE MEAT.

CRYSTALLIZED FRUITS.

PUDDING RAISINS.

CURRANTS.

FIGS.

CANDIED PEEL.

Two YORK HAMS.

PICNIC BONGNONS.

BREAKFAST TONGUES.

PATE DE FOIE GRAS.

ALMONDS and RAISINS.

FRANCO PLUMS.

TESSONNET'S DESSERT FRUITS.

JORDON ALMONDS.

COOKING STOVES.

PARLOUR STOVES.

CLARETS—

CHATEAU MARCAUX.

CHATEAU LA TOUR, pink & quart.

RES. GRAVES.

BREAKFAST CLARET.

SHERRIES & PORT.

SACONNE'S MANZANILLA & AMON-

TILLADO.

SACONNE'S OLD INVALID PORT

(1848).

HUNT'S PORT.

BRANDY, WHISKY, LIQUEURS, &c.

COGNAC, &c.

COGNAC, &c.

COGNAC, &c.

COGNAC, &c.

COGNAC, &c.

COGNAC, &c.

COGNAC, &c.

## To-day's Advertisements.

## FOR SHANGHAI.

(Taking Cargo & Passengers at through rates  
for CHEFOO, HANKOW and Ports  
on the YANGTZE.)

The Steamship

Capt. SOMMER, will be

despatched as above TO

MORROW (WEDNESDAY), the 17th Inst.,

at Noon.

For Freight or Passage, apply to

JARDINE, MATHESON & Co.

Hongkong, December 16, 1884. 2121

## INDO-CHINA STEAM NAVIGATION

COMPANY, LIMITED.

FOR SHANGHAI.

(Taking Cargo & Passengers at through rates  
for CHEFOO, HANKOW and Ports  
on the YANGTZE.)

The Co.'s Steamship

Kowloon, will be

despatched as above TO

MORROW (WEDNESDAY), the 17th Inst.,

at 3 p.m.

For Freight or Passage, apply to

JARDINE, MATHESON & Co.,

General Managers.

Hongkong, December 16, 1884. 2122

## THE CHINA &amp; MANILA STEAMSHIP

COMPANY, LIMITED.

FOR MANILA VIA AMOY.

The Steamship

Zafiro, Captain TALBOT, will be

despatched for the above

Ports on THURSDAY, the 18th Inst., at

5 p.m.

For Freight or Passage, apply to

RUSSELL & Co.,

General Managers.

Hongkong, December 16, 1884. 2124

## DOUGLAS STEAMSHIP COMPANY,

LIMITED.

FOR SWATOW, AMOY & FOCHOOW.

The Co.'s Steamship

Capt. PERRY, will be

despatched for the above

Ports on FRIDAY, the 19th Instant, at

Daylight.

For Freight or Passage, apply to

DOUGLAS LARRAIK & Co.,

General Managers.

Hongkong, December 16, 1884. 2119

## DOUGLAS STEAMSHIP COMPANY,

LIMITED.

FOR HOIHOW AND PAKHOL.

The Co.'s Steamship

Hailong, Capt. GODDARD, will be

despatched for the above

Ports on FRIDAY, the 19th Instant, at

Noon.

For Freight or Passage, apply to

DOUGLAS LARRAIK & Co.,

General Managers.

Hongkong, December 16, 1884. 2120

## FOR MANILA VIA AMOY.

The Spanish Steamer

Envy, Captain BLANCO, will be

despatched for the above

Ports on SATURDAY, the 20th Instant, at

5 p.m.

For Freight or Passage, apply to

REMEDIOS & Co.

Hongkong, December 16, 1884. 2126

## Vessels Advertised as Loading.

Destination.	Vessels.	Captain.	Agents.	Date of Leaving.
Bangkok.	Mongkut (s).	P. H. Loff.	Yuen Fat Hong.	December 17, at 2 p.m.
Bombay, via Straits.	Sunamra (s).	Nagel.	P. & O. S. N. Co.	December 22, at 2 p.m.
Haiphong, via Suez Canal.	Electra (s).	Goddard.	Simmons & Co.	About December 29.
Hankow, via Suez Canal.	Cassandra (s).	Goddard.	Simmons & Co.	About Jan. 10, 1885.
Holohu.	Ceylon.	Russell & Co.	Douglas Larraik & Co.	December 19, at noon.
London, via Suez Canal.	Benfield (s).	A. W. S. Thompson.	Gibb, Livingston & Co.	About December 18.
London, via Suez Canal.	Deucalion (s).	Purdy.	Butterfield & Swire.	December 21.
London, via Suez Canal.	Masella (s).	S. D. Shallard.	P. & O. S. N. Co.	December 23, at 4 p.m.
London, via Suez Canal.	Glenavon (s).	Donalson.	Jardine, Matheson & Co.	About December 29.
London, via Suez Canal.	Haitang (s).	Danaster.	Adamson, Bell & Co.	About Jan. 1, 1885.
Manila, via Amoy.	Zafiro (s).	Talbot.	Russell & Co.	December 18, at 5 p.m.
Manila, via Amoy.	Envy (s).	Blanco.	Russell & Co.	December 20, at 5 p.m.
New York.	Wandering Jew.	Talbot.	Russell & Co.	quick despatch.
San Francisco.	Honolulu.	Edget.	Russell & Co.	quick despatch.
San Francisco, via Yokohama.	Arak (s).	Somerset.	Jardine, Matheson & Co.	December 24, at 4 p.m.
Shanghai.	Kowloon (s).	Webster.	Jardine, Matheson & Co.	December 17, at noon.
Singapore, Penang and Calcutta (Wingang (s).	Kowloon (s).	D. A. de St. Croix.	Jardine, Matheson & Co.	December 18, at 3 p.m.
Singapore, Penang and Calcutta (Japan (s).	Kowloon (s).	T. S. Gardner.	David Sassoon, Sons & Co.	December 23, at 3 p.m.
Swatow, Amoy and Foochow.	Nani (s).	Pitman.	Douglas Larraik & Co.	Dec. 19, at daylight.
Sydney and Melbourne.	Idani (s).	E. Allason.	Gibb, Livingston & Co.	December 17, at 4 p.m.
Sydney and Melbourne, &c.	Holms (s).	Russell & Co.	Adamson, Bell & Co.	December 24, at 4 p.m.
Tientsin, &c.	Pandora (s).	G. Nettie.	Melchers & Co.	About Dec. 28, noon.
Victoria (British Columbia).	Nyngamo.	Dodd.	Russell & Co.	quick despatch.
Yokohama.	Volga (s).	Lafont.	Messageries Maritimes.	Dec. 17, at daylight.
Yokohama and Higo.	Pembroke (s).	Davis.	Adamson, Bell & Co.	quick despatch.

## To-day's Advertisements.

## FOR LONDON VIA SUEZ CANAL.

The Steamship

Glenavon, Capt. GODDARD, will be

despatched as above on

or about the 29th Instant.

This Steamer has superior Accommoda-

tion for Passengers, and carries a Doctor

and a Stewardess.

For Freight or Passage, apply to

JARDINE, MATHESON & Co.

Hongkong, December 16, 1884. 2123

## SHIPPING.

ARRIVALS.



Admission to the various congregations is being in Hong Kong, which looks as if it were to be completely destroyed.

From three to five thousand of Chinese soldiers were despatched the other day from Canton for Kwong Sai. It is reported in Canton that the Chinese had suffered a great defeat and reinforcements were being sent.

The boat race for the prize presented by the officers of H.M.S. Audacious for the winning crew at the recent Regatta was rowed this afternoon at about 5 o'clock. Four boats had been entered for the race, and the crews, which were selected by the officers of Audacious, were as follows:—

Row, Mr. W. H. Lumsden, 1st. 10lbs.  
No. 2, Mr. E. O. Wilford, 1st. 10lbs.  
No. 3, Mr. C. S. B. 1st. 10lbs.  
Row, Mr. T. H. Lumsden, 1st. 10lbs.  
No. 2, Mr. A. Caldwell, 1st. 10lbs.  
Row, Mr. H. P. Hayler, 1st. 10lbs.  
No. 2, Mr. A. T. Hayler, 1st. 10lbs.  
No. 3, Mr. A. T. Hayler, 1st. 10lbs.  
Row, Mr. R. Goodlad, 1st. 10lbs.  
No. 2, Mr. R. Goodlad, 1st. 10lbs.  
No. 3, Mr. R. Goodlad, 1st. 10lbs.  
Row, Mr. R. Goodlad, 1st. 10lbs.  
No. 2, Mr. R. Goodlad, 1st. 10lbs.  
No. 3, Mr. R. Goodlad, 1st. 10lbs.

The course was from outside Kollat's Island to the Audacious, and Major Tripp, from the Audacious, started the boats. Some little time was lost in getting the boats into position, but eventually a very good start was effected. Goodlad's boat obtained the first position, followed by Kollat's Island, Glass, second, then Stewart and Grimble on the outside. Goodlad lost fully a length at the start, and his boatman, Stewart, was considerably ahead of the two outside boats, and for some time he looked as if Grimble and Goodlad had no chance at all. About halfway, however, when Stewart was leading by about half a length, a foul occurred between his boat and Glass's. Stewart's boatman was not steering a straight course, but in so doing he drove Glass's boat on to a sailing ship which was anchored in the course. Glass had no room to spare, while Stewart's boat could easily have kept a little outside without losing any ground. Both boats stopped, and while they were occupied in clearing the ship in front of them, the other two boats, Grimble's and Goodlad's, passed them. A capital race then ensued between these two. At first Goodlad had a slight lead, but near the finish Grimble put on a spurt, which was justly rewarded by his crew, and came in the winner by a length. The crew and visitors then went on board the Audacious, where all were most hospitably entertained by the officers. His Excellency Sir George Bowen and a party of ladies and gentlemen were already on board the flag ship as guests of Admiral Sir W. Dowell, and saw the race from the quarter deck. The prizes, one of which has been provided for each member of the winning crew, consisted of very elegant models of a man-of-war's boat, in silver. His Excellency presented the prize to the stroke of the victorious boat, Mr. Grimble, who accepted the prize from His Excellency's hands, and made a short and appropriate speech, thanking the officers of the Audacious for their kind interest in the local sports. After three hearty cheers had been given to His Excellency, the officers of the Audacious and the ladies, the victors returned to Murray Pier on board the Bell.

PARIS, Nov. 9th.—The divorce of Madame Petit from her husband, Marquis de Gaux, was today made absolute.

LONDON, Nov. 9th.—By an explosion today in the Tredguez Colliery and Iron Company's colliery at Heckin, near the town of Tredguez, fifteen lives were lost.

PARIS, Nov. 9th.—Captains Richard and Krole made a balloon voyage to-day from Mendoza to Billancourt and returned, alighting at the point from which they started in forty-five minutes. The aeronauts made a complete success in steering their balloon.

LONDON, Nov. 9th.—Henry George arrived to-day. He says he came over in response to an invitation extended by the Scottish Land Restoration League. He will remain in this country until the middle of January. He expresses the greatest sympathy with the crofters.

LONDON, November 9.—The trial for murder of Captain Dudley and the mate of the wrecked yacht *Albatross* for having killed the boy Parker to keep themselves afloat was concluded to-day. The jury, brought in a special verdict, finding the facts as stated and referring the question of law as to whether the murder had been committed to the Superior Court. The verdict was coupled also with a recommendation to mercy. The prisoners were released on bail.

A PARTY of Jewish beggars from Bagdad, comprising two men, two women and three children, who recently arrived from Hongkong, says the *N. C. Advertiser*, have been causing considerable annoyance to the foreign community, especially to those of the Hebrew race, by their solicitations for charity. They were yesterday (Dec. 10th) brought up at the Mixed Court and ordered to be deported back to Hongkong. His Worship Mr. Justice said that the case of a deck passage for them.

New York, Nov. 9th.—Communication with America through the Mackay-Bennett cables has now ceased entirely. It is believed at the London office that the damage has been caused by leakage of the cable in New York. There are hopes here that the cable in New York will be able to communicate soon with the Faraday and that repairs will be proceeded with forthwith.

ADDENDUM is being at Brighton from the effects of brain disorder.

The *Ho. Poi* publishes a statement to the effect that the high authorities of Kiangtung have sent deputies to Shanien with orders to purchase several of the largest Krupp guns for service in Formosa.

The San Francisco papers have the following telegram, regard to the outbreak of cholera in Paris:—

Paris, Nov. 9th.—The cholera is increasing here, especially during the forty-eight hours ended at midnight last night. There were reported 185 new cases and sixty-three deaths. At Montreuil ten new cases are reported during the same period. To-day 600 fresh cases were reported at St. Nazaire and four deaths at Nantes. The cholera is emptying the hotels. The *Intermédiaire* says: Foreign and provincial guests have hurriedly left the Grand Hotel and there are now only eighteen families in the whole house.

PARIS, Nov. 9th.—La Liberte says: Premier Ferry will announce to the Tonquin Committee to-day that the Cabinet Council has agreed to forego the demand of indemnity from China, and that preliminary peace negotiations with China have been almost concluded. Paris, Nov. 10th.—Great excitement has prevailed here in the lobby of the Chambers this afternoon and evening, owing to the report published in this morning's *Liberte* that the Cabinet Council on Saturday decided to forego demanding indemnity from China. Much discontent prevails on account of this in the Tonquin Committee of the Chamber of Deputies. Gharreau, Chairman of the Committee, has resigned, and the committee has resolved to postpone presenting its report until Ferry has made an explanation.

PARIS, Nov. 10.—At the session of the Municipal Council to-day a vote was passed appropriating 100,000 francs for the expenses incurred by the Sanitary Department in its measures for eradicating the cholera. 50,000 francs for the relief of families suffering from the effects of the epidemic. The Prefect of Police has ordered a thorough sanitary inspection of all the unhealthy dwellings in the city. The Government of Holland has established quarantine stations. From tonight to-morrow to-day there were fifty-five fresh cases of cholera and twenty-two deaths in the city. Twelve of the deaths occurred in the Old Men's Hospital.

The Shanghai Courier says:—Among the passengers by the *Glennan* from London will have been noticed the name of Mr. Wu Pinghui, or as his card more fully describes him, Chinese Consul, General K. Chineser Rittmeister. Mr. Wu escaped from the rebels as a boy, and became a protégé of Mr. Detting, who took him to Vienna, and subsequently obtained him a commission in the Austro-Hungarian army. He was afterwards sent to China as a captain in the Imperial Chinese Cavalry, and has brought with him a number of his comrades, who are come to enter the Chinese army as drill instructors and officers. Owing to the long passage made by the *Glennan*, they are too late to go to Tientsin by steamer, and we understand that they are about to make the journey overland.

In giving an account of the loss of the *Kiangtung*, the Pechow correspondent of the *N. C. D. News* says:—

The following express has been issued by the British Consul:—

Pechow, 7th Dec. 1884. 1884. Notice is hereby given, by request of the Taotai, that the *Boys and Banquo* Banners, which marked the Channel through the torpedos positioned below the Wh to Fort, have been removed and been replaced by, same, moved together, which are to fly by day and by night and show a white light by night. And that men are appointed to take vessels safely through the Channel.

Shipmasters should therefore slow their engines to allow one of the men to come on board to show the way through, so as to avoid danger.

It is much to be hoped that Mr. Harry Furness received due notice of the exhibition of colors which was to view the other day in the Court of Appeal in order that three of the Lords Justices might be able to decide whether certain improvements in the "master collar" were sufficiently new, and entitled to be placed under registration. This question was ultimately decided in the negative, on grounds which will command general approval. If such a thing as a stitch of new more or less were to be taken into account as infringing a patent, "no one could ever safely have a collar made in his own house by his own family, or his servants," and that was an extremity of oppression to which the Lords Justices, at any rate, would be no parties. They laid down accordingly that no design for a collar can be registered unless it is substantially and unobtainable by means of original— which ruling it may be doubted whether there is any one in the country, except our versatile Premier, who could fairly claim the protection of the law on this point. *Full Mail Gazette.*

Says the *San Francisco Chronicle*:—Thirteen Chinamen, who came here from China without certificates allowing them to land, have escaped from the steamer *Arabic*, which lies at the Mail dock. Collector Sears informed the master of the *Arabic* that there must have been collision somewhere, and that on one previous occasion four Chinese escaped from the same ship; and that if any more did so the matter would be placed in the hands of the United States District Attorney and a clearance refused. The master of the vessel replied that he did not know how the men got away. Among the modes which Chinamen have to come ashore is the plan of wearing the clothes of sailors. Sailors are landed on two kinds of certificates, one issued by the Customs-house and one issued by the officials of the Mail dock. Probably the thirteen Chinamen came off the *Arabic* with sailors' passports. No information has been received from Washington concerning any action to be taken by the Collector in regard to Chinese Consular certificates. Acting under the decision of Judge Field, Collector Sears refused to allow any person to land without a Consular certificate. The steamer *Arabic* will sail to-morrow and will carry over 1,000 Chinese to their country to stay during the Chinese New Year season.

The schoolmaster was evidently abroad when a Chinese milkman wrote the following:—"O Aing belongs Dr. D.—cook for 20 years he feed some cows have some No. 1 milk. All the Milkmen takes O Aing's milk. Sir if you want some milk if you please take O Aing's milk that is the best. Please see Sept. 27th/84, N. C. D. News."

**SUPREME COURT IN ORIGINAL JURISDICTION.**  
(Before Sir George Phillips, Chief Justice, and the Hon. J. Russell, Puisne Judge.)  
Tuesday, Dec. 16.

YAU LOK and OTHERS v. THE HON. P. RYRIE. His Lordship the Chief Justice delivered the following judgment this forenoon:—The parties to this case were referred to the Court which upon the construction of the agreement sued upon the defendant was entitled upon his counterclaim to recover a greater sum than \$18,000. The 11th paragraph of the agreement was as follows:—"In the event of the said Yau Lok, Kwok Mow, Fai Chun, Koon Po, Yau Foo and Ho A Pook, from any cause whatsoever failing to procure the said 300 workmen and 100 workwomen—to proceed to Jamaica as aforesaid, or on their failing to observe, fulfil, perform and carry out the stipulations, conditions, undertakings and agreements hereinbefore contained on their part to be observed, fulfilled, performed and carried out, they shall, on demand, pay to the said P. Ryrie, his executors, administrators, assigns, the sum of \$18,000, not by way of penalty but as ascertained and liquidated damages." It was contended on the part of the plaintiff on the authority of Wallis v. Smith, 21 Q. B. 243, that the defendant could not set off his counterclaim against the sum of \$18,000, but that the amount named as liquidated damages in the clause of the agreement above set forth. We are inclined to consider, notwithstanding some of the expressions of the late master of the Rolls, that in the present case, above referred to, that wherever in a contract specifying a certain amount as liquidated damages, the actual damage that might be sustained would be utterly disproportionate to the amount named as liquidated damages, that the Court should not enforce the stipulation, but that the parties never intended that the amount should be strictly taken as liquidated damages or that even if they did they were damages so utterly disproportionate to the damage actually sustained, that the Court must refuse to enforce it. In this case it was clear that many instances might arise in which the contract might be broken in which the actual damage occasioned to the defendant might be almost nothing. We should therefore be inclined to consider that the stipulation for must be taken as a penalty and not as liquidated damages, and if we were not permitted to look beyond the agreement to hold that the defendant was entitled under his counterclaim to recover the full amount of the stipulation, the damages in the agreement. But we consider that we were not only entitled but bound to look to the surrounding circumstances to ascertain the real intention of the parties. See *Adams on Contract*, p. 182. And on looking to the surrounding circumstances it seems to us that whether it was intended by the parties, or not that the amount of \$18,000 should be considered as liquidated damages in the event of any breach, yet it is clear that it was also intended as a penalty, and that it was observed that in the paragraph of the agreement referred to the failure to supply the workmen was specially selected and referred to. It was therefore, we may assume, the portion of the agreement to which the parties intended to refer. The reason seems to us to be obvious; no liquidated damages are stipulated for in case of the defendant failing to provide a ship because we assume that there could be no doubt of Mr. Ryrie's liability for the parties for the damages which they might be put to. But in the event of the plaintiffs not supplying the cooies, there was this difficulty that it was known to the defendant and also to the plaintiffs that they were acting for both plaintiffs and defendant, and that the plaintiffs by the agreement jointly undertook to supply the whole of the immigrants, yet by an arrangement between themselves two of the plaintiffs were to supply 400, two others 400, and one other 200. It might therefore become a question whether in case of the default of one or more of the plaintiffs failing to supply the number of cooies agreed on, the defendant could recover damages from the party who actually performed what he really had agreed to do. It was therefore apparently agreed that they should not expect to do so. In addition to this Mr. Wilson, from the office of Messrs. Brereton, Wotton and Deacon, said that the plaintiffs were called upon to furnish additional security in the shape of bonds and securities, and that it was alleged that the plaintiffs by the agreement were to be bound to do so. The defendant until such bonds were duly executed, and that the agreement was not in fact executed for some days in consequence of some of the parties not attending to execute bonds after the agreement was made. 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This was all the evidence. The Attorney General and Mr. Francis having addressed the jury, His Lordship summed up and put the several issues to the jury, and the jury retired, and, after an absence of an hour, returned, and the foreman announced that they found, by a majority of four to three, that there were misrepresentations made as to the carrying capacity of the steamer, and awarded \$7,000 damages on that account, and they also found, by a majority of five to two, that there was a breach of the warranty as to speed, and awarded \$3,000 damages on that account, making an award of \$10,000 in all.

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In this case the defendant, some days ago, applied to have paid out the sum of \$2,850 paid into Court by the defendant's agent (Messrs. Stimson & Co.) pending the settlement of a question as to the ownership of the steamer *Milburn*, which the plaintiffs seized by a writ of *possession* and *detention* in the early part of this year. This morning His Lordship, in giving judgment, said he had taken time to consider whether the Merchant Shipping Act made any difference in the carrying capacity of the ship, and that he found that the ship was not entitled to carry more than 24,000 pounds, and that the defendant was not entitled to recover the full amount of the stipulation, but that the parties never intended that the amount should be strictly taken as liquidated damages or that even if they did they were damages so utterly disproportionate to the damage actually sustained, that the Court must refuse to enforce it. In this case it was clear that many instances might arise in which the contract might be broken in which the actual damage occasioned to the defendant might be almost nothing. We should therefore be inclined to consider that the stipulation for must be taken as a penalty and not as liquidated damages, and if we were not permitted to look beyond the agreement to hold that the defendant was entitled under his counterclaim to recover the full amount of the stipulation, the damages in the agreement. But we consider that we were not only entitled but bound to look to the surrounding circumstances to ascertain the real intention of the parties. See *Adams on Contract*, p. 182. And on looking to the surrounding circumstances it seems to us that whether it was intended by the parties, or not that the amount of \$18,000 should be considered as liquidated damages in the event of any breach, yet it is clear that it was also intended as a penalty, and that it was observed that in the paragraph of the agreement referred to the failure to supply the workmen was specially selected and referred to. It was therefore, we may assume, the portion of the agreement to which the parties intended to refer. The reason seems to us to be obvious; no liquidated damages are stipulated for in case of the defendant failing to provide a ship because we assume that there could be no doubt of Mr. Ryrie's liability for the parties for the damages which they might be put to. 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